

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	) Chapter 11
	) Case No. 01-01139
W.R. GRACE & CO., <u>et al.</u>,	) (Jointly Administered)
)
Debtors.	) Objection Deadline: December 3, 2004
	) Hearing Date: December 20, 2004 at 12pm

**NOTICE OF APPLICATION OF DAVID T. AUSTERN,
FUTURE CLAIMANTS' REPRESENTATIVE, FOR AUTHORIZIATION TO EMPLOY
TILLINGHAST AS ACTUARIAL CONSULTANT**

David T. Austern, the Court-appointed legal representative for future asbestos claimants against the above-captioned Debtors (the "Future Claimants' Representative" or "FCR"), by counsel, has submitted an application for authorization to employ the Tillinghast business of Towers, Perrin, Forster & Crosby, Inc., trading as Towers Perrin, ("Tillinghast") as his actuarial consultant pursuant to Sections 328(a) and 1103(a) of the Bankruptcy Code (the "Application").

Objections and other responses to the relief requested in the Application, if any, must be in writing and be filed with the Bankruptcy Court on or before December 3, 2004. At the same time, you must also serve a copy of the objections or responses, if any, upon the following:

Roger Frankel, Esquire
Richard H. Wyron, Esquire
Matthew W. Cheney, Esquire
Swidler Berlin Shereff Friedman, LLP
3000 K Street, NW, Suite 300
Washington, DC 20007
Bankruptcy Counsel to David T. Austern
As Future Claimants' Representative

John C. Phillips, Jr., Esquire
Phillips, Goldman & Spence, P.A.
1200 North Broom Street
Wilmington, DE 19806
Bankruptcy Counsel to David T. Austern
As Future Claimants' Representative

David M. Bernick, P.C., Esquire
Janet S. Baer, Esquire
James W. Kapp, III, Esquire
Samuel L. Blatnick, Esquire
Kirkland & Ellis LLP
200 East Randolph Drive
Chicago, IL 60601
Counsel to the Debtors

Laura Davis Jones, Esquire
Scotta McFarland, Esquire
David W. Carickhoff, Jr., Esquire
Pachulski, Stang, Ziehl, Young, Jones & Weintraub, P.C.
919 North Market Street, 16th Floor
P.O. Box 8705
Wilmington, DE 19899-8705
Counsel to the Debtors

Frank J. Perch, III, Esquire
Assistant United States Trustee
844 King Street, Suite 2207
Lock Box 35
Wilmington, DE 19801
United States Trustee

IN THE EVENT THAT ANY WRITTEN OBJECTION IS FILED AND SERVED IN ACCORDANCE WITH THIS NOTICE, A HEARING ON THE APPLICATION WILL BE HELD BEFORE THE HONORABLE JUDITH K. FITZGERALD ON DECEMBER 20, 2004, AT 12:00 PM.

IF NO OBJECTIONS ARE TIMELY FILED AND SERVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED BY THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

Dated: October 29, 2004

Respectfully submitted,

By:


John C. Phillips, Jr., Esquire (#110)
Phillips, Goldman & Spence, P.A.
1200 North Broom Street
Wilmington, DE 19806
(302) 655-4200

Roger Frankel, Esquire
Richard H. Wyron, Esquire
Matthew W. Cheney, Esquire
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The Washington Harbour
3000 K Street, NW, Suite 300
Washington, DC 20007
(202) 424-7500

*Counsel to David T. Austern
as Future Claimants' Representative*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:) Chapter 11
) Case No. 01-01139
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**APPLICATION OF DAVID T. AUSTERN, FUTURE CLAIMANTS'
REPRESENTATIVE, FOR AUTHORIZIATION TO EMPLOY
TILLINGHAST AS ACTUARIAL CONSULTANT**

David T. Austern, the Court-appointed legal representative for future asbestos claimants against the above-captioned Debtors (the "Future Claimants' Representative" or "FCR"), by counsel, hereby submits this application (the "Application") for the entry of an Order, pursuant to sections 328(a) and 1103(a) of title 11 of the United States Code (the "Bankruptcy Code"), authorizing and approving the retention and employment of the Tillinghast business of Towers, Perrin, Forster & Crosby, Inc., trading as Towers Perrin, ("Tillinghast") as his actuarial consultant. In support of this Application, the Future Claimants' Representative relies upon the Declaration of Michael E. Angelina (the "Angelina Declaration"), a Principal of Tillinghast, attached to this Application as Exhibit A. In further support of this Application, the Future Claimants' Representative respectfully represents as follows:

Jurisdiction and Venue

1. This Court has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). The statutory bases for the relief requested herein are sections 328(a) and 1103(a) of the Bankruptcy Code.

Background

2. On April 2, 2001 (the "Petition Date"), W.R. Grace & Co. and 61 affiliated entities (collectively, the "Debtors") each filed a petition for relief under chapter 11 of the Bankruptcy Code. Pursuant to sections 1107 and 1108 of the Bankruptcy Code, the Debtors are continuing in the management of their respective businesses and possession of their respective properties as debtors in possession.

3. By Order dated May 24, 2004 (the "May 24, 2004 Order"), the Court appointed the FCR for these jointly administered cases.¹

Relief Requested

4. In order to assist the FCR in exercising his duties and to permit the interests of future asbestos claimants to be fully considered, the FCR requires the service of an actuarial consultant. The FCR has selected Tillinghast to assist him in that capacity, and respectfully asks the Court to consider and grant this Application.²

Basis for the Relief Sought

5. Since October 29, 2004, Tillinghast has provided actuarial consulting services to the Future Claimants' Representative. A copy of the engagement letter between the Future Claimants' Representative and Tillinghast (the "Engagement Agreement") is attached to the

¹ The May 24, 2004 Order is on appeal to the United States District Court for the District of Delaware but no stay pending appeal was sought. The May 24, 2004 Order authorizes the FCR to employ professionals under the provision applicable to employment of professionals by an official committee, section 1103 of the Bankruptcy Code.

² By Order dated June 22, 2001, the District Court, finding that experts such as Tillinghast are not professionals under section 327(a) of the Bankruptcy Code, approved the retention by the Debtors (and any official committee appointed in these Chapter 11 cases) of certain experts, without requiring the submission of separate retention applications for such experts. [Docket #564]. In light of recent concerns raised informally by the United States Trustee about the propriety of the Debtors and any official committee retaining experts without filing retention applications and disclosing the experts to the Court and other parties in interest, and because the FCR is not explicitly covered by the June 22, 2001 Order, the Future Claimants' Representative is filing this Application.

Angelina Declaration as Exhibit 1. Specifically, at the Future Claimants' Representative's request, Tillinghast has begun to develop independent estimates of the Debtors' future asbestos-related claims liabilities associated with the current outstanding cases and future claim filings.

6. As more fully described in the Angelina Declaration, Tillinghast is well qualified to act as the Future Claimants' Representative's actuarial consultant. Through its Tillinghast business, Towers Perrin provides global actuarial and management consulting and advises on risk financing and self-insurance.

Services to be Rendered

7. Subject to the approval of this Court, Tillinghast will be engaged to develop independent estimates of the Debtors' future asbestos-related claims liabilities associated with the current outstanding case and future claim filings and to perform such other related tasks as the FCR may request.

8. The FCR believes that employing Tillinghast as his actuarial consultant as set forth herein will provide the FCR with advice, assistance and information in a cost effective manner in those areas in which Tillinghast has particular knowledge and expertise.

9. Tillinghast has indicated its willingness to act on behalf of, and render such services to, the FCR, upon the terms set forth herein.

**Disclosure Concerning Connections
Between Tillinghast and Parties in Interest**

10. To the best of the FCR's knowledge, except as otherwise set forth in the accompanying Angelina Declaration, Tillinghast and/or its employees who will perform services for FCR, do not have any connections with the FCR, the Debtors, their affiliates, creditors or any other party in interest, or their respective attorneys and accountants, the United States Trustee, or any person

employed by the Office of the United States Trustee, and does not hold or represent any interest adverse to the FCR on the matters upon which Tillinghast is to be engaged in these cases.

Professional Compensation

11. Pursuant to the May 24, 2004 Order appointing the FCR, compensation, including professional fees and reimbursement of expenses, shall be payable to the Future Claimants' Representative and his professionals from the Debtors' estates, in accordance with the terms and conditions negotiated by the FCR and the Debtors, subject to approval by the Court and subject to the Administrative Compensation Order.³

12. As more fully described in the Engagement Agreement and the Angelina Declaration, Tillinghast has agreed to be compensated for professional services rendered in connection with these cases on an hourly basis. Tillinghast's hourly rates for individuals expected to provide services to the FCR range from \$375 to \$675 for consultants and \$180 to \$250 for support staff. Tillinghast also expects to be reimbursed for actual and necessary expenses incurred, as described below. Tillinghast intends to apply for compensation and reimbursement of expenses in accordance with section 328(a) of the Bankruptcy Code and the applicable provisions of the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules of this Court, and Orders of this Court, including the Administrative Compensation Order. Tillinghast has agreed to accept as compensation such sums as may be allowed by the Court for fees incurred for professional services and for reimbursement of reasonable and necessary expenses.

13. In addition to compensation on an hourly basis, as is typical of such engagements, the Engagement Agreement provides for reimbursement of reasonable out-of-pocket expenses

³ "Administrative Compensation Order" refers to the Amended Administrative Order Under 11 U.S.C. §§ 105(a) and 331 Establishing Revised Procedures for Interim Compensation and Reimbursement of Expenses for Professionals and Official Committee Members, entered April 17, 2002 [Docket #1949], as may be further amended by the Court.

incurred in connection with the provision of services thereunder, including, but not limited to, travel and vendor expenses and itemized expenses, such as messenger and duplicating services. Tillinghast has agreed to invoice for these expenses in a manner and at rates consistent with charges made generally to Tillinghast's other clients.

14. Other than as set forth above, no arrangement is proposed between the FCR and Tillinghast for compensation to be paid in these cases.

15. The FCR has been advised by Tillinghast that it has no arrangement with any other entity to share compensation received, nor will any be made, except as permitted under section 504(b)(1) of the Bankruptcy Code.

Request for Nunc Pro Tunc Authorization

16. Issues which require the FCR's review and input have arisen and continue to arise in these cases, and the FCR requires the assistance of an actuarial consultant. In order to avoid delaying this proceeding, the FCR asked Tillinghast to begin work on October 29, 2004, contingent upon the Court's approval of this Application. Given the need for actuarial consulting services, the FCR respectfully asks that the employment of Tillinghast be authorized effective as of October 29, 2004.

17. For the reasons set forth above, the FCR respectfully suggests that the retention of Tillinghast, effective as of October 29, 2004, upon the terms set forth in the Engagement Agreement, is necessary and in the best interests of the FCR, the Debtors, their estates and their creditors.

No Prior Request

18. No prior application for the relief requested herein has been made to this or any other Court.

Notice

19. Notice of the Application and the requested relief has been provided to (i) counsel and co-counsel for the Debtors, (ii) the Office of the United States Trustee, (iii) counsel for the Official Committee of Unsecured Creditors, (iv) counsel for the Official Committee of Asbestos Property Damage Claimants, (v) counsel for the Official Committee of Personal Injury Claimants, (vi) counsel for the Official Committee of Equity Security Holders, (vii) the Fee Auditor, and (viii) each party who has entered their appearance in these cases pursuant to Bankruptcy Rule 2002. Accordingly, the Future Claimants' Representative believes that such notice of the Application is appropriate and sufficient.

Conclusion

WHEREFORE, the Future Claimants' Representative respectfully requests that the Court enter its order (1) granting this Application, (2) authorizing the Future Claimants' Representative to retain and employ Tillinghast, as of October 29, 2004, as his actuarial consultant in these chapter 11 cases pursuant to sections 328(a) and 1103(a) of the Bankruptcy Code, in accordance with the terms set forth in this Application, and (3) granting such other and further relief as is just and proper.

[signature follows on next page]

Dated: October 29, 2004

Respectfully submitted,

By:


John C. Phillips, Jr., Esquire (#110)
Phillips, Goldman & Spence, P.A.
1200 North Broom Street
Wilmington, DE 19806
(302) 655-4200

Roger Frankel, Esquire
Richard H. Wyron, Esquire
Matthew W. Cheney, Esquire
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*Counsel to David T. Austern
as Future Claimants' Representative*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
	)	Case No. 01-01139
W.R. GRACE & CO., <u>et al.</u>,	)	(Jointly Administered)
)	
Debtors.)	
)	

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
TILLINGHAST AS ACTUARIAL CONSULTANT TO DAVID T. AUSTERN,
FUTURE CLAIMANTS' REPRESENTATIVE**

Upon the application (the "Application") of David T. Austern, the Court-appointed legal representative for future asbestos claimants (the "Future Claimants' Representative") in the above-captioned chapter 11 cases of W.R. Grace & Co. and its affiliates (collectively, the "Debtors"), seeking entry of an Order under sections 328(a) and 1103(a) of the Bankruptcy Code authorizing the Future Claimants' Representative to employ and retain the Tillinghast business of Towers, Perrin, Forster & Crosby, Inc., trading as Towers Perrin, ("Tillinghast") as his actuarial consultant; and the Court having reviewed the Application and the accompanying Declaration of Michael E. Angelina (the "Angelina Declaration"), a Principal of Tillinghast; and the Court being satisfied from the Angelina Declaration that Tillinghast neither holds nor represents any interests adverse to the Future Claimants' Representative on the matters upon which Tillinghast is to be engaged; and it appearing that the relief requested is in the best interests of the Future Claimants' Representative and the Debtors' estates, their creditors and other parties-in-interest; and it appearing that this proceeding is a core proceeding pursuant to 28 U.S.C. § 158(a); and it appearing that notice of the Application was good and sufficient under the particular circumstances and that no other or further notice need be given and upon the record herein; and it

further appearing that the terms and conditions of Tillinghast's employment as further described in the Application and the Angelina Declaration are reasonable and necessary; it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Application be, and it hereby is, approved;
2. Pursuant to sections 328(a) and 1103(a) of the Bankruptcy Code and the May 24, 2004 Order appointing David T. Austern as the Future Claimants' Representative [Docket No. 5645], the Future Claimants' Representative be, and he hereby is, authorized to employ and retain Tillinghast as his actuarial consultant effective as of October 29, 2004, upon the terms, and to perform the services, set forth in the Application and the Angelina Declaration, so long as David T. Austern serves as the legal representative for individuals who may assert asbestos-related claims and/or demands in the future against the Debtors;
3. Tillinghast shall be compensated in accordance with the terms of the Engagement Agreement and section 328(a) of the Bankruptcy Code, subject to the procedures set forth in the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules of the Court, and by Orders of this Court, including the Amended Administrative Compensation Order, entered in these cases; and
4. The fees and expenses of Tillinghast allowed by the Court shall be an administrative expense of the Debtors' estates.

Dated: _____, 2004

The Honorable Judith K. Fitzgerald
United States Bankruptcy Judge

EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	Case No. 01-01139
W.R. GRACE & CO., et al.,	)	(Jointly Administered)
)	
Debtors.)	
)	

**DECLARATION OF MICHAEL E. ANGELINA UNDER FED. R. BANKR. P. 2014 AND
5002 IN SUPPORT OF THE APPLICATION OF DAVID T. AUSTERN, FUTURE
CLAIMANTS' REPRESENTATIVE, FOR AUTHORIZATION TO EMPLOY
TILLINGHAST AS ACTUARIAL CONSULTANT**

I, MICHAEL E. ANGELINA, state:

1. I am a Principal with the Tillinghast business of Towers, Perrin, Forster & Crosby, Inc., trading as Towers Perrin, ("Tillinghast") which maintains offices at Centre Square East, 1500 Market Street, Philadelphia, Pennsylvania 19102, among other places. This declaration is submitted pursuant to Fed. R. Bankr. P. 2014 and 5002, in support of the Application of David T. Austern, Future Claimants' Representative, for Authorization to Employ Tillinghast as Actuarial Consultant (the "Application"), filed by David T. Austern, the Future Claimants' Representative appointed by the Court in the above-captioned cases (the "FCR" or "Mr. Austern").¹

2. Except as otherwise provided below, the facts set forth in this declaration are based upon my personal knowledge, upon responses to a conflicts check or upon information known by other employees of Tillinghast and conveyed to me.

Tillinghast's Qualifications and the Scope of Tillinghast's Retention

¹ Unless otherwise defined, capitalized terms used herein shall have the meanings ascribed to them in the Application.

3. Towers Perrin is a global professional services firm that helps organizations around the world improve their performance through effective people, risk and financial management. Through its Tillinghast business, Towers Perrin provides global actuarial and management consulting and advises on risk financing and self-insurance. Tillinghast has extensive experience and knowledge in providing actuarial consulting services to a variety of clients, particularly with respect to asbestos-related and other mass tort claims.

4. Tillinghast is the acknowledged leader in quantification of liabilities arising from toxic tort exposures. Our philosophy is to provide professional advice based on strict objectivity and independence. Tillinghast has performed asbestos and pollution loss reserve reviews for insurers and reinsurers in support of insurance department examinations, mergers and acquisitions, and statutory reserve opinions. Our reviews constitute a significant portion of the insurance-industry-held asbestos reserves. Tillinghast has also projected liability and related payment streams for major asbestos defendants in support of operational strategies, bankruptcy proceedings, liability accruals, and financial reinsurance evaluations. Our client list spans a large number of the Tier 1, 2, and 3 defendants. The Tillinghast approach utilized for asbestos defendants is consistent with the methodology underlying Tillinghast's estimate of the US asbestos universe released in May 2001. Tillinghast has been very active in asbestos matters, co-sponsoring industry forums and seminars, authoring and contributing to articles in the trade press, and assisting both the insurance industry and manufacturers regarding the proposed federal legislation.

5. As a result of Tillinghast's asbestos and other mass tort-related actuarial experience, Tillinghast is well suited to assist the FCR as his actuarial consultant during these chapter 11 cases.

6. Since October 29, 2004, in connection with Mr. Austern's role as the legal representative for future asbestos claimants against W.R. Grace & Co. and 61 of its affiliated entities ("Grace" or the "Debtors"), Tillinghast has been providing Mr. Austern with actuarial consulting services. A copy of the engagement letter between Mr. Austern and Tillinghast, dated October 29, 2004 (the "Engagement Agreement") is attached hereto as Exhibit 1. At the FCR's request, Tillinghast has begun to develop independent estimates of the Debtors' future asbestos-related claims liabilities associated with the current outstanding cases and future claim filings.

7. The FCR requested that Tillinghast develop independent estimates of the Debtors' future asbestos-related claims liabilities associated with the current outstanding case and future claim filings and perform such other related tasks as the FCR may request. Subject to the Court's approval of the Application, Tillinghast is willing to serve as an actuarial consultant to the FCR and to perform the services described above.

Disinterestedness of Tillinghast

8. In order to prepare this declaration, Tillinghast has taken various steps to determine whether any conflicts of interest exist that would preclude Tillinghast from serving as an actuarial consultant to the FCR. In connection with Tillinghast's proposed engagement in these cases, I initiated a conflicts check to determine, among other things, (i) whether Towers Perrin already represents Grace in connection with the proposed new matter, (ii) whether Tillinghast already represents other clients in connection with Grace's bankruptcy, and (iii) whether Tillinghast individuals expected to provide services to the FCR have any connections with the Debtors, their creditors and other parties identified to me as parties in interest. Based upon the conflicts check, as set forth above, and the resulting inquiries, and responses from individual Tillinghast employees, I have identified the following matters:

(a) To the best of my knowledge, Towers Perrin has worked with Grace on a small matter regarding Grace's participation in some executive compensation surveys since 1998. The annual cost associated with these engagements has averaged approximately \$5,000 per year. Towers Perrin currently provides these services. Tillinghast has not represented Grace.

(b) To the best of my knowledge, we have not been engaged by any company for the purpose of assisting them in discussions or negotiations with Grace. However, Towers Perrin has multiple lines of business which provide a broad array of consulting services, including the Tillinghast business of Towers Perrin, which provides, among other things, actuarial services to insurers and their counsel.

(b) We cannot determine with certainty that none of the Towers Perrin clients who have filed notices of appearance in Grace's bankruptcy cases have requested advice regarding Grace in connection with its bankruptcy filing. We can, however, state that as to each of those clients, fees for professional services as a percentage of Towers Perrin's revenue is *de minimus*.

9. The Debtors have or may have other parties in interest, and Tillinghast may have rendered or may be rendering services to certain of such parties, or may become involved in matters unrelated to these cases in which such parties, or attorneys or accountants for such parties, were, are or become, involved. Tillinghast also may have or represent interests adverse to such creditors or parties in interest in matters unrelated to these cases. Based on the information currently available, Tillinghast believes that no such matter involves representation of any interest adverse to the FCR on the matters upon which Tillinghast is to be engaged in these cases.

10. In addition to the foregoing, the Tillinghast employees performing services in connection with this matter may have business associations with, professional and social

relationships with, or interests adverse to, creditors or parties in interest, or their attorneys, accountants or advisors; as far as I have been able to ascertain, none of these associations, relationships, or interests have any connection with these cases. As part of its practice, Tillinghast provides its services in cases, proceedings and transactions throughout the United States involving many different parties, and works together with many different parties, which may include creditors or parties in interest, or attorneys, accountants or other professional firms or advisors who may represent creditors or parties in interest in these cases.

11. To the best of my knowledge, no employee expected to provide services in connection with this matter is related to any United States District Judge or United States Bankruptcy Judge for the District of Delaware or to the United States Trustee for this district or any known employee of his office.

12. To the best of my knowledge, Tillinghast is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, in that:

- (a) Tillinghast is not a creditor, equity security holder, or insider of the Debtors;
- (b) Tillinghast is not and was not an investment banker for any outstanding security of the Debtors;
- (c) Tillinghast has not been, within three years before the date of the filing of the Debtors' chapter 11 petitions, an investment banker for a security of the Debtors, or an attorney for such an investment banker in connection with the offer, sale, or issuance of a security of the Debtors;
- (d) Tillinghast is not and was not, within two years before the date of the filing of the Debtors' chapter 11 petitions, a director, officer, or employee of the Debtors or of an investment banker specified in subparagraph (b) or (c) of this paragraph; and
- (e) Tillinghast does not have an interest materially adverse to the interest of the estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors or an investment banker specified in subparagraph (b) or (c) of this paragraph, or for any other reason.

13. None of the representations described above are materially adverse to the interests of the Debtors, their estates, any class of creditors or equity security holders, the future asbestos claimants, or the FCR. Thus, Tillinghast is disinterested and may serve as an actuarial consultant to the FCR notwithstanding its possible connection to parties in interest in the unrelated matters described above.

14. As far as I have been able to ascertain to date and to the best of my knowledge, and except as otherwise set forth herein, (a) Tillinghast does not hold or represent any interest adverse to the FCR on the matters upon which Tillinghast is to be engaged in these cases and (b) the Tillinghast individuals expected to provide services to FCR have no connection with the Debtors, creditors, any other party in interest, their respective attorneys and retained professionals, the United States Trustee or any person employed in his office (to the extent identified to Tillinghast).

Professional Compensation

15. Pursuant to the May 24, 2004 Order appointing the FCR, compensation, including professional fees and reimbursement of expenses, shall be payable to the FCR and his professionals from the Debtors' estates, in accordance with the terms and conditions negotiated by the FCR and the Debtors, subject to approval by the Court and subject to the Amended Administrative Compensation Order. The terms and conditions of Tillinghast's retention are summarized below and are set forth in the Engagement Agreement attached hereto.

16. Tillinghast has agreed to be compensated for professional services rendered in connection with these cases on an hourly basis. Tillinghast's hourly rates for individuals expected to provide services to FCR range from \$375 to \$675 for consultants and \$180 to \$250 for support staff. Tillinghast also expects to be reimbursed for actual and necessary expenses

incurred, as described below. Tillinghast intends to apply for compensation and reimbursement of expenses in accordance with section 328(a) of the Bankruptcy Code, and the applicable provisions of the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules of the Court, and Orders of this Court, including the Amended Administrative Compensation Order. Tillinghast has agreed to accept as compensation such sums as may be allowed by the Court for fees incurred for professional services and for reimbursement of reasonable and necessary expenses.

17. In addition to compensation on an hourly basis, as is typical of such engagements, the Engagement Agreement provides for reimbursement of reasonable out-of-pocket expenses incurred in connection with the provision of services thereunder, including, but not limited to, travel and vendor expenses and itemized expenses such as messenger and duplicating services. Tillinghast has agreed to invoice for these expenses in a manner and at rates consistent with charges made generally to Tillinghast's other clients.

18. To the best of my knowledge, no promises have been received by Tillinghast nor any officer, director or employee thereof as to payment or compensation in connection with the above-captioned cases other than in accordance with applicable provisions of the Bankruptcy Code. To the best of my knowledge, Tillinghast has no arrangement with any other entity to share with such entity compensation received by Tillinghast in connection with the Debtors' bankruptcy cases, except as permitted by Section 504(b)(1) of the Bankruptcy Code.

* * * * *

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Executed on October 29, 2004



Michael E. Angelina
Principal

Sworn to before me this
29th day of October, 2004

Sharon Ann Blaine
NOTARY PUBLIC

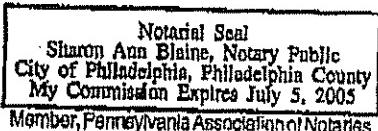


EXHIBIT 1



October 29, 2004

David T. Austern, Esq.
Future Claimants Representative
For W.R. Grace & Company
c/o Claims Resolution Management Corporation
3110 Fairview Park Drive, Suite 200
Falls Church, VA 22042-0683

Dear Mr. Austern:

ENGAGEMENT OF TILLINGHAST-TOWERS PERRIN FOR CONSULTING SERVICES

We are pleased to submit this proposal for your consideration. The Tillinghast business of Towers Perrin ("Tillinghast," "we," or "us") proposes to provide certain consulting services to David T. Austern, the Future Claimants Representative for Grace (the "FCR" or "you") appointed by the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") in connection with forecasting future asbestos related claims for W. R. Grace & Co. and its affiliates (collectively, "Grace"). At your direction, we will work with your counsel, Swidler Berlin Shereff Friedman, LLP ("Swidler") in order to assist Swidler in providing legal advice to you.

This letter outlines our understanding of your needs and our proposed scope of work, timelines, staffing, and fees. I have also enclosed a document highlighting our firm's capabilities in the asbestos area. If we have misunderstood your needs, we would appreciate the opportunity to amend this proposal.

BACKGROUND

We understand that Grace filed for bankruptcy protection on April 2, 2001 in part to address funding of potential asbestos liabilities. As of March 31, 1998, Grace stated that it had a total claims population of over 210,000 claims, with an annual filing level of 30,000 claims. Since 1998, the asbestos litigation environment has deteriorated significantly.

SCOPE OF WORK

We will develop independent estimates of Grace's future asbestos-related claims liabilities associated with the current outstanding cases and future claim filings. The estimates will not include defense counsel fees or related expenses. The estimates also will not include costs incurred by in-house counsel or costs of declaratory judgment

David T. Austern, Esquire
October 29, 2004
Page 2

TOWERS
PERRIN
TILLINGHAST

actions arising from insurance coverage disputes. However, upon request we can incorporate proposed settlement values to arrive at alternative future asbestos-related liability estimates.

APPROACH AND DELIVERABLES

Our approach will be to analyze Grace's historical filing data by disease along with additional information such as exposed population and incidence ratios. We will project future claims to be filed against Grace, as well as other associated costs, using various modeling techniques and benchmarks developed internally by Tillinghast. As we discussed in our July 12 meeting, we can project certain categories of claims (e.g., mesothelioma, lung cancer, other cancers, asbestosis and other non-malignant claims) separately from other categories, at your request.

As previously mentioned, in addition to the selected average claim settlement values (based on the Grace data), we can incorporate proposed TDP-settlement values to the projected claims filings and provide our estimates on an ultimate undiscounted basis under different scenarios. The scenarios will vary according to differing assumptions regarding the number of future claims filings, average settlement values, dismissal ratios, incidence ratios and propensity to sue by disease type.

SCHEDULE

Since Grace is currently operating under Chapter 11 bankruptcy protection, we ask that your counsel cooperate with our counsel in preparing and filing all appropriate documentation for any required court approvals for our services. Upon the execution of this letter and the filing of all necessary documentation with the court for our approval, we will commence work.

We will require six to eight weeks from the time we receive the necessary data to prepare preliminary results; we expect to have preliminary results completed in mid December. We anticipate a meeting with you to present the preliminary results of our review, and discuss the underlying assumptions. At your request, a draft report documenting our analysis will be available two to three weeks after this meeting. We anticipate two other meetings to discuss our progress with you and others as you deem appropriate. Any additional services would be beyond the Scope of the Proposal and would be billed under our normal time and expense procedures. Such additional services would include, at your request, preparation of an expert report and providing testimony in connection with Grace's bankruptcy proceedings.

David T. Austern, Esquire
October 29, 2004
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TOWERS PERRIN QUALIFICATIONS

Towers Perrin is a global professional services firm that helps organizations around the world improve their performance through effective people, risk and financial management. Through its Tillinghast business, Towers Perrin provides global actuarial and management consulting and advises on risk financing and self-insurance. Areas of focus include mergers, acquisitions and restructurings, financial and regulatory reporting, risk, capital and value management, and products, markets and distribution. The firm's other businesses are HR Services, which provides human resource consulting and administration services, and Reinsurance, which provides reinsurance intermediary services. Together, these businesses have over 8,000 employees and 78 offices in 76 cities in 24 countries. More information about Tillinghast is available at www.towersperrin.com/tillinghast.

STAFFING

Mike Angelina will have responsibility for the overall quality of services, timely completion of the project, and your satisfaction with Tillinghast's work. He will be assisted by Greg Poirier, Jonathan Levy, Lisa Balatbat, and other members of Tillinghast's staff as needed in order to provide you with the best expertise and most cost efficient services possible. Jenni Biggs and/or Ollie Sherman will serve as peer reviewers to ensure that the project complies with Tillinghast's strict quality standards. Biographies of these individuals are included in Attachment A.

FEES

Time and Expenses Charges -- We will charge on an hourly rate basis for the above services based upon the rate schedule set out below, which we reserve the right to modify from time to time following notice to you. Our charges will consist of the following:

- Hourly time charges for personnel performing services at our hourly rates in effect at the time;
- Reimbursement, at cost, of direct expenses reasonably incurred by us in connection with the performance of our Services such as travel and vendor expenses, and itemized extraordinary expenses such as large volume color printing, large volume courier shipments and the like; and
- The amount of any tax or similar assessment based upon our charges for the Services, other than assessments based upon our net income.

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**TOWERS
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 TILLINGHAST

Hourly rates for the work described above are:

Consultant	Current Hourly Time Charges
Mike Angelina	\$575.00
Lisa Balatbat	\$400.00
Jenni Biggs	\$550.00
Jon Levy	\$375.00
Greg Poirier	\$425.00
Ollie Sherman	\$675.00
Other Support	\$180.00 to \$250.00

Our estimate of hourly time charges for the work described above is \$150,000. If at any point in this assignment we conclude that actual charges will significantly exceed our estimate, we will discuss the situation with you.

Invoicing and Payment -- At the end of each month during which we perform these services, we will bill you for all charges accrued for the month. Payment of all billed amounts is due in accordance with applicable orders of the Bankruptcy Court, including the Administrative Order Under 11 U.S.C. §§ 105(a) and 331 Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals and Official Committee Members, dated May 3, 2001 [Docket No. 198], and the Court's Amended Administrative Order Establishing Revised Procedures for Interim Compensation and Reimbursement of Expenses for Professionals and Official Committee Members, dated April 17, 2002 [Docket No. 1949]. We recognize and agree that Grace shall be solely responsible for payment of our fees and expenses, subject to approval of the Bankruptcy Court.

Out-of-Scope Services -- If you would like us to perform the services differently than contemplated herein, or to perform additional consulting services that are not contained within the Scope of Work, please advise us. Also, if we believe certain services are out of the defined scope, we will promptly notify you.

We will charge for the different or additional work based on our hourly rates and other terms set out above.

CONSULTING SERVICES TERMS AND CONDITIONS

Definitions -- "Tillinghast," "we" or "us" means the Tillinghast business of Towers, Perrin, Forster & Crosby, Inc., trading as Towers Perrin; "you" means David T. Austern, in his capacity as the court-appointed Future Claimants Representative for W.R. Grace & Co., and "Grace" means W.R. Grace & Co. and its affiliates.

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Two-Consultant Rule -- You recognize that Tillinghast's policy requires the presence of a second consultant in a peer review capacity in the event that any expert testimony is given by one of our consultants, and you agree to compensate the second consultant as part of the Services rendered under this agreement. Testimony includes both deposition and trial appearances.

Required Information -- To enable us to perform our Services, we require that Grace promptly provide us with such materials, information and access to Grace's representatives as we reasonably request. Please note that we do not take responsibility for verifying the accuracy or completeness of information supplied to us by Grace. If we receive inaccurate, incomplete or improperly formatted information, any additional time and expense required to correct the information will be billed to you as additional services outside the Scope of Work.

Nondisclosure -- Because of the confidential nature of Tillinghast's work, we will not disclose to any persons (other than you and your counsel) any of the communications or documents relating to this engagement without your prior written consent. This obligation of confidentiality, however, shall not apply to information that: (a) is or becomes available in the public domain through no wrongful act of Tillinghast; (b) is already in Tillinghast's possession without an obligation of confidentiality prior to disclosure by you in connection with this agreement; (c) is rightfully disclosed to Tillinghast by a third party without a known obligation of confidentiality; or (d) is independently developed by Tillinghast without the benefit of information covered by this agreement. In the event of any attempt to serve, or actual service of a court order, subpoena, or summons upon Tillinghast that requires the production of any documents, records, or testimony about any aspect of this engagement, we will assist you in such matters. Grace will reimburse us at agreed billing rates for professional time and expenses, as well as the fees and expenses of our counsel, in responding to such requests. Nothing in this agreement, however, shall be construed to prohibit Tillinghast from complying with any court or regulatory order served on Tillinghast, should our counsel determine that such compliance is required.

Assistance as a Fact Witness -- In the event that an action is brought by or on behalf of or against Grace or any of its subsidiaries, or the FCR, or in connection with litigation, arbitration or bankruptcy proceedings which would put us in the position of a fact witness due to the nature of the claims and the Services provided herein, Tillinghast will provide its reasonable support and cooperation to the FCR and/or its counsel or co-counsel designated by the FCR, including but not limited to, preparing to appear and appearing as a fact witness or deponent or responding to document requests. You understand that the time and expense provisions herein shall apply to all services performed by us in connection with such activities.

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Limitation of Liability -- The liability of Tillinghast, our affiliates, employees, actuaries, agents, and brokers, whether arising in contract, tort (including negligence) or otherwise, in connection with any of the Services provided under this agreement, shall in no event collectively exceed the total amount of the fees paid to us for those Services.

In no event shall Tillinghast, our affiliates, employees, actuaries, agents, and brokers be liable to you or Grace for any incidental, special, punitive, or consequential damages of any kind (including, without limitation, loss of income, loss of profits, or other pecuniary loss); or for any losses or expenses resulting from any inaccuracy in or omission from any information or data supplied to us in connection with the Services provided under this agreement.

Work Product -- The Services we perform, together with the work product we deliver to you, are provided for the internal use by you, your counsel, and other experts you or your counsel retain in connection with Grace's bankruptcy proceedings. Our Services and work product may not be referenced or distributed to any other party without our prior written consent, except to the extent required by applicable rules of civil procedure, local rules and/or a court or regulatory order. You will use all reasonable efforts to have such reports, opinions, conclusions or other information treated as proprietary and confidential under an appropriate protective order so that our work product does not become of public record, except for any final report submitted in connection with proposed testimony.

You will own the copies of the work product delivered to you and have the right to use, reproduce and adapt it for use in connection with your services as FCR. You will retain ownership of any information specific to your analysis contained in our work product. We will retain all intellectual property rights (including patents, trade secrets and copyrights) in our work product, including derivative works of it, and may use it for any purpose consistent with the requirements of this letter.

Termination -- Either of us may terminate this agreement with approval of the Bankruptcy Court at any time by providing at least 30 days prior written notice to the other. For work performed on an hourly rate basis, you agree to pay us for all direct expenses and charges accrued for Services performed up to the effective date of termination. You also agree to pay us for any expense charges incurred in connection with Services performed up to the effective date of termination. The sections of this agreement entitled "Required Information," "Nondisclosure," "Limitation of Liability," "Work Product" and "Disputes/Waiver of Jury Trial" will survive termination.

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Insurance -- During this engagement, Tillinghast will maintain insurance policies relating to professional liability, workers' compensation and general liability in such amounts as we determine to be appropriate for our business activities.

Independent Contractor -- All of the Services provided by Tillinghast will be rendered in our capacity as an independent contractor. None of the terms set forth in this letter agreement will be interpreted to create any agency, master-servant, employment or any other relationship between you or Grace and Tillinghast or any of our employees. Tillinghast will determine the time, place and manner in which the Services are performed. We do not accept any fiduciary or trust responsibilities in connection with the performance of the Services.

Disputes/Waiver of Jury Trial -- The parties agree that they will work in good faith to resolve any disputes arising under this agreement. If a dispute cannot be resolved by the parties, the matter will be submitted to non-binding mediation before the parties pursue any other remedies.

The parties hereby waive their respective rights to trial by jury of any claim or cause of action arising out of or in any way connected with this agreement or the Services performed hereunder.

General -- This letter sets forth the entire agreement between the FCR and Tillinghast concerning this engagement and replaces and supersedes all other agreements of any kind in relation to the Services. Any amendment of it must be in writing and signed by all parties. If any provision set forth in this agreement is invalid or unenforceable under any law, the provision will be enforced to the extent permitted by law. Neither party will be responsible for any delay or failure in the performance of its duties caused by forces or events beyond its reasonable control. None of the parties may assign any rights set forth in this agreement to any third party without the other's written consent.

The validity and interpretation of the provisions of this agreement will be governed by the laws of Pennsylvania, without regard to any provisions governing conflict of laws. All parties agree that the exclusive jurisdiction and the proper venue for any action brought hereunder will be the Bankruptcy Court or any other court with jurisdiction over Grace's bankruptcy proceedings, or if any such court declines to exercise such jurisdiction, then the proper venue for any action brought hereunder will be the courts of the State of Pennsylvania or federal courts sitting there.

We understand that this agreement is subject to approval by the Bankruptcy Court.

David T. Austern, Esquire
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We look forward to your approval so we can commence work on this assignment.
Please indicate your acceptance of this by signing below and returning the signed copy
to me.

Very truly yours,

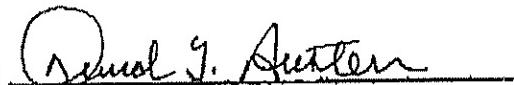
TOWERS, PERRIN, FORSTER & CROSBY, INC.
(TRADING AS TOWERS PERRIN)

By:


Michael E. Angelina, ACAS, MAAA
Principal

Accepted and agreed:

**DAVID T. AUSTERN, In his capacity as
Future Claimants Representative for
W.R. Grace & Co. and its affiliates**

By: 
Date: October 29, 2004

CERTIFICATE OF SERVICE

I, DEBRA L. FELDER, do hereby certify that I am over the age of 18, and that on October 29, 2004, I caused the *Notice, Application of David T. Austern, Future Claimants' Representative, for Authorization to Employ Tillinghast as Actuarial Consultant, Declaration of Michael D. Angelina under Fed. R. Bankr. P. 2014 and 5002 in Support of Application, Exhibit 1 and proposed Order*, to be served upon those persons as shown on the attached Service List by first class mail, postage prepaid.

Under penalty of perjury, I certify the foregoing to be true and correct.

Debra L. Felder

Debra L. Felder, Esquire
Swidler Berlin Shreff Friedman, LLP

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Case No. 01-1139 (JKF)

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